

Remarks

A. Pending Claims

Claims 1-4, 6-8, 10, 12-15, 17-27, 29-34, 36, and 38-62 were pending. Claims 1, 6, 13, 18, 24, 26, 27, and 47 have been amended. Claim 71 has been added. Claims 23 and 25 have been cancelled. Claims 1-4, 6-8, 10, 12-15, 17-22, 24, 26-27, 29-34, 36, 38-62, and 71 are currently pending.

B. The Claims Are Not Anticipated By Walker Pursuant To 35 U.S.C. § 102(e)

The Examiner rejected claims 1, 2, 6-8, 10, 12, 13, 17, 18, 19, 22, 32-34, 36, 38-47, and 49-62 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 5,794,207 to Walker et al. (hereinafter "Walker"). Applicant respectfully disagrees with these rejections.

Amended claims 1 and 13 include, but are not limited to, the feature of translating "at least one outgoing transaction into a computer data format decipherable by a receiving trading partner transaction processing software." The Office Action cites Walker for this teaching at col. 17, line 65-column 18, line 14 for translating the CPO into a language format readable by the appropriate sellers. Claims 1 and 13, however, recite translating the transaction into a "computer data format decipherable by a receiving trading partner transaction processing software" not translating a CPO from one human language into another human language. The Office Action also cites Walker at column 17, lines 8-25:

Instead of a world wide web-based interface, buyers may also transmit CPO 100 data via electronic mail, voice mail, facsimile, or postal mail transmissions. With voice mail, the buyer calls central controller 200 and leaves CPO 100 in audio form. These CPOs 100 may be transcribed into digital text at central controller 200, or made available to potential sellers in the same audio format. In a postal mail embodiment, central controller 200 acts more like a router, directing CPOs 100 to the potential sellers, creating multiple copies of CPO 100 if necessary. CPO 100 may also be posted to bulletin boards or web pages operated by central

controller 200. Central controller 200 supports a plurality of transmission methods, allowing for a wide variety of formats of CPOs 100. Some formats may be changed, however, before further processing by central controller 200. CPOs 100 transmitted by mail in paper form, for example, may be scanned-in and digitized, using optical character recognition software to create digital text. (Walker, col. 17, lines 8-25)

Walker appears to disclose translating a CPO from an audio format to a digital format. Walker does not, however, appear to disclose translating transactions into a computer data format decipherable by a receiving trading partner transaction processing software. For example, the Specification states:

The outgoing transaction may be reformatted into an industry standard data format by an adapter. In one embodiment, the outgoing transaction may be sent through the Annuity Processing Service of the NSCC, and the outgoing transaction may be reformatted into an NSCC-standard data format. (Applicant's Specification, page 22, line 30 – page 23, line 2).

Walker does not appear to disclose translating an outgoing transaction into a data format (e.g., NSCC-standard data format) decipherable by transaction processing software. For example, even though the audio version of a CPO is put into digital data, the digital data may not be in a data format decipherable by transaction processing software. Applicant asserts claims 1, 13, and claims dependent thereon are allowable for at least the above reason.

Amended claim 2 includes, but is not limited to, the feature of “wherein at least one business rule comprises one or more keywords.” Amended claim 3 includes, but is not limited to, the feature of “wherein at least one business rule comprises one or more logical operators.” Amended claim 4 includes, but is not limited to, the feature of “wherein at least one business rule comprises a string of at least one keyword and at least one operator, and wherein at least one business rule is entered into a computer system by a user via a user interface.” Applicant submits that these features do not appear to be taught or suggested by Walker.

The Office Action states: “Walker further discloses the at least one business rule comprises one or more logical operators and a string of at least one keyword and at least one operator (column

17, line 1-5) (Office Action, page 7).” Applicant respectfully disagrees. Walker appears to be directed to the use of a computer system for preparing a conditional purchase offer (“CPO”).

Walker describes the preparation of a CPO stating:

With reference to FIG. 5, there is described the process by which the buyer formulates CPO 100. At step 500, the buyer logs on to central controller 200 using buyer modem 450 of buyer interface 400, establishing a communication link. It should be noted that the buyer may be an individual, a corporation, a partnership, a government, or any other entity. In one embodiment, central controller 200 has a page on the world wide web, allowing the buyer to provide information through the interface of conventional web browser software such as Netscape Navigator, manufactured by Netscape, Inc. At step 510, the buyer selects the subject of the goods he wants to purchase by selecting from a list of possible subjects. As shown in box 515, subjects might include airline tickets, hotel rooms, rental cars, insurance, mortgages, clothing, etc. After the subject is selected, a form is displayed on video monitor 430 of buyer interface 400. This form is an electronic contract with a number of blanks to be filled out by the buyer, with each blank representing a condition of CPO 100.

At step 520, the buyer enters a description of the goods. A business traveler, for example, might want to fly from San Francisco to New York. The description of the goods might be two first class round-trip tickets between those city pairs, leaving May 7 and returning May 12. There would be a place on the form for originating city, destination city, date of departure, date of return, number of tickets, class of service, etc. The buyer simply fills in the blanks. The buyer then adds other conditions at step 530. The buyer, for example, may only want a nonstop ticket on a flight arriving at the destination city before midnight. These conditions would be similarly entered into CPO 100. As indicated in box 535, conditions could include the provision that a flight must arrive before midnight, a hotel room must be non-smoking, or a rental car must not be a compact. Conditions are the terms of CPO 100, allowing the buyer to tailor CPO 100 for his specific needs. Conditions may also be based on other conditions. For example, one condition might state that four out of five other specified conditions must be met. Alternatively, each condition of CPO 100 could be given a point value, with CPO 100 requiring only that conditions be satisfied up to a certain total point value. For example, the buyer may indicate that a window seat is worth two points, an aisle seat one point, a nonstop flight four points, etc. CPO 100 could require that ten "points" must be met in order to satisfy the conditions of CPO 100. Conditions could also indicate that for twenty-four hours following the first attempted binding of CPO 100, other sellers may make offers to bind, with the original binding seller completing the contract only if no better offer has been received. Conditions could even be based on external events. For example, the

buyer could create CPO 100 which offered to buy airline tickets only in the event that it was snowing in November in the destination city.

At step 540, the buyer adds an expiration date to CPO 100, if desired. This allows a buyer to post CPO 100 without worrying that he will later be bound after his needs have changed. At step 550, the buyer enters a price. In a CPO 100 for a rental car, for example, the buyer may enter a price of fifty dollars for a three day rental. At step 560, the buyer attaches his name or a unique user ID number to CPO 100. This ID number is received from central controller 200 when the buyer registers for the service, or is chosen by the buyer and then registered with central controller 200 by phone. Central controller 200 maintains a database of buyer ID numbers in buyer database 255, and issues (or allows) only unique numbers. If less security is required, the user's telephone number could serve as the ID number since it has the advantages of being both unique and easily remembered. If additional security is required, those procedures described in the cryptographic embodiment may be implemented.

(Walker, col. 15, line 60 to col. 16, line 62)

After a CPO has been prepared, Walker states:

Once the above elements have been developed, the buyer transmits them to central controller 200 at step 570. The buyer does this by clicking on a "send" button located on the screen in which he entered the terms of CPO 100. At step 580, boilerplate legal language is added to the components of CPO 100 to form a complete CPO 100. The legal language is pulled from contract detail database 280 which stores a plurality of paragraphs. These paragraphs are linked together with the above contract elements to form a complete CPO 100. The only element missing which prevents CPO 100 from being recognized as a legitimate contract is the name and signature of the seller. The legal language is pulled from contract detail database 280 which stores a plurality of paragraphs. These paragraphs are linked together with the above contract elements to form a complete CPO 100. The only element missing which prevents CPO 100 from being recognized as a legitimate contract is the name and signature of the seller.

(Walker, column 16, line 63 - col. 17, line 6).

The Office Action allegedly relies on the above-portion of Walker as support for the rejection of Applicant's claims 2, 3, and 4. Applicant respectfully submits that the features of these claims are not taught or suggested by Walker. Walker appears to teach the formation of a CPO that includes a number of conditions. After a CPO has been created, the CPO is submitted to a

“central controller” which adds “boilerplate legal language” to the contract. Applicant submits that there does not appear to be any teaching or suggestion in the cited section of Walker, or anywhere else in Walker, that the “boilerplate legal language” is added to the contract based on the use of business rules that are composed of keywords, logical operators, or a combination of key words and logical operators. Applicant submits that Walker does not appear to teach the use of any type of business rule for determining what “boilerplate legal language” to add to the contract. Applicant’s claims are generally directed to a method that includes, but is not limited to, the features of:

automatically reading additional information from an administration system in data communication with a computer system, wherein the additional information is read in response to receiving at least one incoming transaction from the at least one sending trading partner, and wherein the additional information is identified by at least one business rule;

generating at least one outgoing transaction in response to reading the additional information from the administration system, wherein at least one outgoing transaction comprises data from the incoming transaction and the additional information read from the administration system

With regard to business rules, Applicant’s specification states:

As used herein, a “business rule” is one or more terms requiring that specified conditions or criteria be met in retrieving additional data from an administration system. Maps and business rules are discussed in greater detail below.

The controller process 314 may call the rules process 320 to apply any business rules that have been assigned. The rules process 320 obtains the rules from the ruleset table 704 and determines if each rule is true or false with respect to each of any number of records of additional data retrieved from an administration system. The ruleset table 704 contains one or more rules associated with a ruleset. The details of each rule may be found in the rules table 706. An individual rule may contain one or more keywords designed to retrieve the appropriate additional data to complete a transaction. The details of each keyword may be found in the keyword table 708. If a rule is found to be true by the rules process 320, processing can

continue. If a rule is found to be false by the rules process 320, the appropriate record is bypassed.

Applicant submits that Walker does not appear to teach or suggest the use of business rules to determine what “boilerplate legal language” to add to a contract. Furthermore, Walker does not appear to teach or suggest using keywords to determine the “boilerplate legal language” to be added. Walker does not appear to teach or suggest the use of logical operators alone or in combination with keywords to determine what “boilerplate legal language” to add to a contract. Furthermore, Walker does not appear to teach any interaction between a user and the “contract elements” selected to be put into the CPO. Walker does not appear to disclose how the contract elements are selected. In contrast, Applicant claims “wherein the additional information is identified by at least one business rule” and “wherein at least one business rule comprises one or more keywords.” Applicant respectfully requests that the Examiner particularly point out how these features are taught by the cited art.

Amended claim 18 includes, but is not limited to, the feature of “generating a map, wherein generating the map comprises: selecting one or more source fields, wherein each source field corresponds to the source for the additional information; and selecting a destination field, wherein each destination field corresponds to at least one outgoing transaction” and “wherein the administration system from which additional information is read is specified by the map, wherein the map comprises a relationship between at least one outgoing transaction and a source for the additional information.” The Office Action states:

...creating database by a user through a user interface is well known in the art of manipulating data using the computer system. Therefore, it would have been obvious to one with ordinary skill in the art at the time the invention was made to combine the feature above with Walker’s for the purpose of allowing many different database are stored in the central controller for accessing purpose. (Office Action, page 8).

Applicant respectfully disagrees. For example, Applicant’s specification states:

In one embodiment, the data mapper 800 displays source and destination record fields and permits a user to establish a connection from one or more fields in the

source record to a field in the destination record. In this way, the user may define a map which determines the source of additional data to be obtained from an administration system to generate an outgoing transaction. In order to display the source and destination record fields, a map name, a source administration system, a file name for the source administration system, a destination administration system, and a file name for the destination administration system must be chosen in one embodiment. (Applicant's Specification, page 18, line 28 – page 19, line 5).

Walker does not appear to disclose relationships established by the claimed mapping. Applicant respectfully requests the Examiner withdraw the rejection to claim 18 and claims dependent thereon.

In addition, because the aforementioned rejection appears to be set forth in facts within the personal knowledge of the Examiner, Applicant believes MPEP 2144.03 applies. Pursuant to MPEP 2144.03, Applicant respectfully requests the Examiner provide support for her assertion either by affidavit or by references brought to the Applicant's attention. Otherwise, Applicant respectfully requests this rejection be removed (See, e.g., MPEP 2143.01).

Amended claim 47 includes, but is not limited to, the feature of "determining whether to apply a source side function to one or more source fields in the source fields selection; if no function is applied, a value of a destination field is approximately equal to a sum of values of the selected source fields; if a function is applied, a value of a destination field is approximately equal to a sum of values of one or more source fields in which a source side function has been applied." Walker does not appear to disclose relationships between source fields and destination fields for outgoing transactions. Applicant respectfully requests the Examiner withdraw the rejection to claim 47 and claims dependent thereon.

C. The Claims Are Not Obvious Over Walker Pursuant To 35 U.S.C. § 103(a)

The Examiner rejected claims 3, 4, 14, 15, 20, 21, 23-27, and 48 under 35 U.S.C. 103(a) as unpatentable over Walker. Applicant respectfully disagrees with these rejections. Applicant

respectfully requests the Examiner withdraw the rejection to claims 3, 4, 14, 15, 20, 21, 23-27, and 48 as dependent on patentably distinct claims 1, 13, 18, and 47.

D. The Claims Are Not Obvious Over Walker In View Of Wamsley Pursuant To 35 U.S.C. § 103(a)

The Examiner rejected claims 29-31 under 35 U.S.C. 103(a) as unpatentable over Walker in view of U.S. Patent No. 5,956,687 to Wamsley et al. (hereinafter "Wamsley"). Applicant respectfully disagrees with these rejections. Applicant asserts the office action has not stated a prima facie case of obviousness for why Walker and Wamsley are combinable. As stated in the MPEP §2142:

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). (emphasis added)

There is no teaching or suggestion to combine Walker and Wamsley either in the references or in the prior art. Furthermore, Wamsley teaches away from Walker. Wamsley is directed to a personal injury claim management system while Walker is directed to a bilateral buyer driven commerce. Applicant respectfully submits that it would not have been obvious to a person of ordinary skill in the art to combine the features of Walker and Wamsley. Instead, it appears the Examiner has combined Walker and Wamsley in a piecemeal fashion with impermissible hindsight based on Applicant's disclosure.

Furthermore, neither Walker nor Wamsley appear to disclose, teach, or suggest "a predetermined time for receiving at least one incoming transaction from the at least one sending

trading partner” as recited in claim 29; “a predetermined time for reading the additional information from the administration system” as recited in claim 30; or “a predetermined time for sending at least one outgoing transaction to the at least one receiving trading partner” as recited in claim 31. The Office Action cites Wamsley for this teaching:

“...the program prompting generation of a first number of documents in accordance with a first schedule timed by the program for each of the records... (Wamsley, col. 32, lines 55-58)”

“...the program prompting generation of a second number of documents different from the first documents different from the first documents in accordance with a second schedule initiated by said changing and timed by the program... (Wamsley, col. 32, line 64 – col. 33, line 1)”

“...the program prompting generation of a third number of documents in accordance with a third schedule timed by the program... (Wamsley, col. 33, lines 10-12)”

The cited section of Wamsley does not appear to disclose scheduling receiving transactions, reading information, or sending transactions as recited in claims 29, 30, and 31. Applicant respectfully requests the Examiner withdraw the rejections as to claims 29-31.

E. New Claims

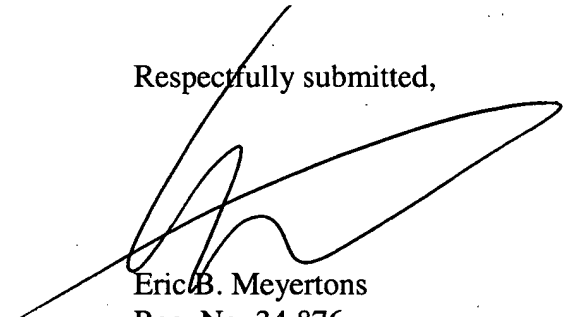
Applicant asserts new claim 71 recites features not disclosed, taught, or suggested by the cited art. Applicant asserts claim 71 is allowable for at least the above reasons.

F. Additional Remarks

Based on the above, Applicant submits that all claims are in condition for allowance.
Favorable reconsideration is respectfully requested.

Applicant believes that no fees are due in association with the filing of this document. If any extension of time is required, Applicant hereby requests the appropriate extension of time. If any fees are required, please charge those fees to Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Deposit Account Number 50-1505/5053-23300/EBM.

Respectfully submitted,



Eric B. Meyertons
Reg. No. 34,876

Attorney for Applicant

MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C.
P.O. BOX 398
AUSTIN, TX 78767-0398
(512) 853-8800 (voice)
(512) 853-8801 (facsimile)

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